

Document 00910

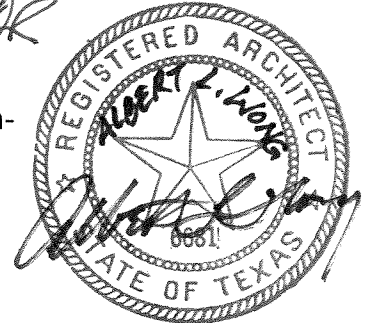
ADDENDUM NO. One

Date of Addendum: 16 Aug 2005

NR

PROJECT NAME: Jesse H. Jones Central Library Renovation-
Carnegie Regional Branch Library Renovation-
Library Resource Center Renovation-

PROJECT NO: E-0011-01-3
E-0142-01-3
E-0076-01-3



PROPOSAL SUBMITTAL DATE: **Revised to: September 01, 2005**

08/16/05

FROM: City of Houston, Building Services Department
900 Bagby, 2nd Floor
Houston, Texas 77002
Attn: Jack Welker, Project Manager

TO: Prospective Proposers

This Addendum forms a part of the Request For Competitive Sealed Proposals and will be incorporated into the Contract documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

CHANGE IN PROPOSAL SUBMITTAL DATE

The Proposal Submittal Date for this Project has been changed from August 18, 2005 to September 1, 2005. The time and place for the Submittal Proposal remains the same.

This Addendum uses the change page method: remove and replace or add pages, or Drawing sheets, as directed in the change instructions below. Reissued Drawing Sheets show the Addendum number above the title block and changes in the Drawing are typically noted by a revision mark and enclosed in a revision cloud.

CHANGES TO PROJECT MANUAL

PROPOSAL SUBMITTAL REQUIREMENTS

Item # 1. Replace Document 00010 TABLE OF CONTENTS with the attached current revised copy of Document 00010 dated 08-12-2005.

Item # 2. Replace Document 00041 List of Prequalified Asbestos & Lead Abatement Contractors with the attached current revised copy of Document 00041 dated 09-01-2004.

Item # 3. Replace Document 00202 PROPOSAL ORGANIZATION AND SELECTION CRITERIA with the attached current revised copy of Document 00202 dated 08-12-2005

Item # 4. Replace Document 00410 Proposal Form Parts A & B with the attached current revised copy of Document 00410 dated 08-12-2005

CONTRACT FORMS

Item # 5. Replace Document 00520 AGREEMENT with the attached current revised copy of Document 00520 dated 08-12-2005

CONDITIONS OF THE CONTRACT

Item # 6. Replace Document 00800 SUPPLEMENTARY CONDITIONS with the attached current revised copy of Document 00800 dated 08-12-2005

SPECIFICATIONS

Item # 7. Replace Section 01110 with the attached current revised Section 01110, indicated as (Addendum No. 1).

Item # 8. Replace Section 09680 with the attached current revised Section 09680, indicated as (Addendum No. 1).

Item # 9. Replace Section 10155 with the attached current revised Section 10155, indicated as (Addendum No. 1).

Item # 10. Replace Section 10505 with the attached current revised Section 10505, indicated as (Addendum No. 1).

Item # 11. Replace Section 11050 with the attached current revised Section 11050, indicated as (Addendum No. 1).

CLARIFICATIONS

Item # 12. Note the following revisions, per responses to FF&E vendor and manufacturer Requests for Information (RFI), for Division 12 Furnishings, Volume 2 of 3 of the Project Manual, and all the affected Furniture "F" sheets:

A) ITEM S-4: Leg finish currently reads: Polished Chrome

Leg finish should read: Silver Powder Coat

B) ITEM S-9, S-9A, S-9B, S-9C, S-9D:

Catalog I.D. reads 702PC

Catalog I.D. number should read: 703 PC

Leg finish currently reads: Polished Chrome

Leg finish should read: Silver Powder Coat

C) ITEM S-9E: DELETE, NOT USED, not on plans

D) ITEM SC-1: DELETE, NOT USED, not on plans

E) ITEM SC-2: Should read SC-6 in the specification book. Item reads SC-6 on plans.

F) ITEM SC-3: Should read SC-8 in the specification book. Item reads SC-8 on plans.

G) ITEM S-27: Bernhardt chair discontinued.

Replace with Bernhardt: Catalog ID: 6802, Mesa Lounge Chair. Use same COM as listed.

H) ITEM A-1: Add to Drawings: Qty (1) Room 461, Qty (1) Room 462, Qty (2) LRC Room 112.

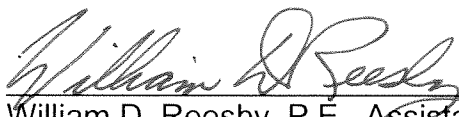
I) ITEM S-31A, S-31B, S-31C, and S-31D: Maharam fabric, Pattern Glimmer is discontinued. Use an allowance of \$50.00 net, per yard. Reselection will be made after award of bid.

J) ITEM T-27: DELETE, NOT USED, not on plans

K) ITEM T-31: DELETE, NOT USED, not on plans

Item # 13. Refer to attached written and sketch requirements (re: SK-1A, SK-1B) for end of stacks signage for all public levels (Concourse, 1, 2, 3).

END OF ADDENDUM NO. One



William D. Reesby, P.E. Assistant Director
Design & Construction Division
Building Services Department



DATE

END OF DOCUMENT

Document 00010

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NOTE: Bold capitalized Specification Sections are included in the City of Houston Standard Specifications for Wastewater Collection Systems, Water Lines, Storm Drainage, and Street Paving, dated October 2002; and are incorporated in Project Manuals by reference as if copied verbatim. Documents listed "for filing" are to be provided by Proposer and are not included in this Project Manual unless indicated for example only. The Document numbers and titles hold places for actual documents to be submitted by Proposer during proposal period, Post-Proposal, or construction phase of the Project. Specification Sections marked with an asterisk (*) are amended by a supplemental specification, printed on blue paper and placed in front of the Specification it amends.

| <u>Doc.</u> | <u>Document Title</u> | <u>Doc. Date</u> |
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INTRODUCTORY INFORMATION

| | | |
|-------|---|-------------------------|
| 00010 | Table of Contents | (Addendum 1) 08-12-2005 |
| 00015 | List of Drawings | 02-01-2004 |
| 00041 | List of Pre-qualified Asbestos & Lead Abatement Contractors | |
| | | (Addendum 1) 09-01-2004 |

PROPOSAL SUBMITTAL REQUIREMENTS

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| 00202 | Proposal Organization and Selection Criteria | (Addendum 1) 08-12-2005 |
| 00210 | Supplementary Instructions to Proposers | 03-04-2005 |
| 00220 | Request for Proposal Information | 03-01-2005 |

INFORMATION AVAILABLE TO PROPOSERS

| | | |
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| 00320 | Geotechnical Information | 02-01-2005 |
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| 00430 | Proposer's Bond (For filing; Example Form) | 02-01-2004 |
| 00450 | Proposer's Statement of MWBE/PDBE/DBE Status | 02-01-2004 |
| 00452 | Contractor Submission List - Fair Campaign Ordinance | 04-30-2004 |
| 00453 | Proposer's Statement of Residency | 02-01-2004 |
| 00454 | Affidavit of Non-interest | 02-01-2004 |
| 00455 | Affidavit of Ownership or Control | 02-01-2004 |

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| 00520 | Agreement (Addendum 1) | 08-12-2005 |
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| 00600 | List of Proposed Subcontractors and Suppliers, Parts A & B | 12-10-2004 |
| 00601 | Drug Policy Compliance Agreement..... | 02-01-2004 |
| 00602 | Contractor's Drug Free Workplace Policy (For filing) | |
| 00604 | History of OSHA Actions and List of On-the-job Injuries | 02-01-2004 |
| 00605 | List of Safety Impact Positions | 02-01-2004 |
| 00606 | Contractor's Certification of No Safety Impact Positions | 02-01-2004 |
| 00607 | Certification Regarding Debarment, Suspension, and Other Responsibility Matters | 02-01-2004 |
| 00610 | Performance Bond | 02-04-2005 |
| 00611 | Statutory Payment Bond | 09-23-2004 |
| 00612 | One-year Maintenance Bond | 07-01-2004 |
| 00620 | Affidavit of Insurance (with attached Certificates of Insurance)..... | 02-01-2004 |
| 00622 | Name and Qualifications of Proposed Superintendent (Contractor creates) | |
| 00624 | Affidavit of Compliance with Affirmative Action Program..... | 02-01-2004 |
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| 00700 | General Conditions..... | 02-04-2005 |
| SUPPLEMENTARY CONDITIONS | | |
| 00800 | Supplementary Conditions (Addendum 1) | 08-12-2005 |
| 00805 | Affirmative Action Compliance Program..... | 02-01-2004 |
| 00808 | Proposer Requirements for Minority and Women-Owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program | 02-01-2004 |
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| 01325S | Supplemental Specification | 07-11-2005 |
| 01325* | Construction Schedule..... | 08-01-2003 |
| 01330 | Submittal Procedures..... | 08-01-2003 |
| 01340 | Shop Drawings, Product Data, and Samples..... | 08-01-2003 |
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| 01770S | Supplement to Closeout Procedures..... | 07-14-2002 |
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END OF DOCUMENT

Document 00041

LIST OF PREQUALIFIED ASBESTOS & LEAD ABATEMENT CONTRACTORS

1.0 DOCUMENT INCLUDES

- A. Authorization.
- B. List of Authorized Contractors.

2.0 RELATED DOCUMENTS

- A. Section 13280 – Hazardous Materials Remediation
- B. Section 13281 – Abatement of Asbestos/Lead Containing Materials

3.0 AUTHORIZATION

- A. The List of Prequalified Asbestos & Lead Abatement Contractors ("List") was authorized on January 7, 2004 by City of Houston Council Motion No. 2004-0030.
- B. Only those firms on the List can be utilized by Bidder in subcontracting for asbestos or lead abatement included in the Work.
- C. The List is administered by Building Services Department. All inquiries should be directed to Gabriel Mussio (713-247-3232).

4.0 LIST OF AUTHORIZED CONTRACTORS

- A. As of the date specified in paragraph 3.0.A., all contractors listed in paragraph 4.0.B were licensed in the State of Texas for this type of work. Authorized Contractors must maintain their license to be on this list.
- B. Authorized Contractors:
 - 1. AAR, Inc., Randall Richardson, President, 6640 Signat Road, Houston, Texas 77041, 713-466-6800, Fax : 713-466-4234
 - 2. Abatement Incorporated, Alan Manring, CEO, 4111 Greenbriar, Suite D, Stafford, Texas 77477, 281-265-0202, Fax : 281-265-4968
 - 3. AMX Environmental, Ltd., Tony Ross, CEO, 8701 Gulf Freeway, Houston, Texas 77017, 713-378-9911, Fax : 713-378-9922

**LIST OF PREQUALIFIED
ASBESTOS & LEAD ABATEMENT CONTRACTORS**

**CITY OF HOUSTON
STANDARD DOCUMENT**

4. ARC Abatement, Inc., Jerry Fields, Vice President, 6630 Roxburgh Drive, Suite 130, Houston, Texas 77041, 713-896-0668, Fax: 713-896-1772
5. Arrow Services, Inc., Kevin R. Davis, CEO, 410 Northville, Houston, Texas 77037-1229, 281-445-1246, Fax : 281-445-5865
6. Assured Environmental Quality, Inc., Pete Oliver, President, 7100 North Loop East, Suite A-18, Houston, Texas 77028, 713-672-8559, Fax: 713-672-8245
7. Basic Industries, Inc., Michael N. McGinnis, CEO, 3640 West 12th Street, Houston, Texas 77008-6008, 713-671-9036, Fax : 713-675-8691
8. Certified/LVI Environmental Systems, Inc., W.F. Wallace III, President, 10500 Telephone Road, Houston, Texas 77075, 713-991-0480, Fax : 713-991-2814
9. Cherry Environmental, Leonard Cherry, President, 6133 Selinsky, Houston, Texas 77048, 713-987-0000, Fax : 713-987-0622
10. Clark-Tech Environmental Systems, Inc., John P. Cochran, President, 1515 Globe, Houston, Texas 77034, 713-944-0497, Fax : 713-944-5006
11. Crochet & Borel Services, Inc., dba C & B Services, Mike McGee, Branch Mgr., 10515 Okanella, Suite 600, Houston, Texas 77041, 713-937-3473, Fax: 713-937-3466
12. CST Environmental, Inc., Subhas Khara, CEO, 14010 Interdrive West, Houston, Texas 77032, 281-449-5911, Fax : 281-449-6040
13. D & T Contracting, Inc., David Henry, 3511 Pinemont, Suite B4, Houston, Texas 77018, 877-245-3867, Fax : 713-688-7998
14. E.F.I. Services, Jesse Martinez, 2000 Smith Street, Houston, Texas 77002, 713-751-0111, Fax: 713-752-2002
15. GBS Environmental, Brian Wierwille, President, 993 Sheldon Road, Channelview, Texas 77530, 281-457-1611, Fax : 281-457-1664
16. Hazard Assessment Leaders, Inc. (dba HAL, Inc.), Helen Reddy, President, 5311 Petty Street, Houston, Texas 77007, 713-880-8264, Fax : 713-880-8279

17. I.C.E. Contractors, Inc., Diana I. Cross, CEO, 103 Gross Road, Dallas, Texas 75149, 972-288-8700, Fax : 972-288-8715
18. Inland Environments, Inc., Jed A. Landrey, CEO, P.O. Box 6751, Kingwood, Texas 77325-6751, 281-354-7500, Fax: 281-354-7540
19. J.T.B. Services, Jim Bulgier, President, 9026 Lambright, Houston, Texas 77075, 713-941-4141, Fax : 713-941-3405
20. KMAC Construction Services, Inc., Kevin McIntyre, President, 12019 Starcrest, San Antonio, Texas 78247, 210-599-6528, Fax: 210-599-2824
21. MARCOR Remediation, Inc., 8711 Burnet Road, Suite F62, Austin, Texas 78757, 512-377-4900, Fax: 512-377-4901
22. Olmos Abatement, Inc., Robert F. Lake, CEO, P.O. Box 200026, Austin, Texas 78720, 512-251-2277, Fax : 512-251-7707
23. Pacific Technologies, Inc., Joel T. Lytle, P.O. Box 4846, Boise, Idaho 83711, 208-344-8668, 800-311-8466, Fax: 208-342-2176
24. PfP Abatement Group, LLC, A. K. Deysarkar, Ph.D., CEO, 14227 Fern Street, Houston, Texas 77079, 281-759-3624, Fax: 281-759-6798
25. Southern Global Safety Services, Inc., Clare R. Hall, General Manager, 2986 County Road 180, Alvin, Texas 77511, 281-331-3667, Fax: 281-331-4236
26. Texas Environmental Control, Inc., Nancy Van Gilder, CEO, 4623 Steffani Lane, Houston, Texas 77041, 713-466-6717, Fax : 713-466-5160

END OF DOCUMENT

Document 00202

PROPOSAL ORGANIZATION AND SELECTION CRITERIA

1.0 To enable the City to efficiently evaluate Proposals, it is MANDATORY that Proposer follow the required format in preparing its Proposal. Proposals that do not conform to the prescribed format will not be evaluated.

2.0 The Proposal shall consist of six standard binders and a separate sealed, opaque envelope containing original Document 00410 – Proposal Form and Proposal Supplements. The binders and envelope shall be submitted in a sealed box. For ease of access the envelope should be placed on top of the binders in the sealed box. Proposer shall clearly identify the Project, Proposal Submittal Date, and Proposer's name on the outside of the envelope and box.

3.0 Binders are used to ensure that pages are not lost. Each binder shall be of adequate size to fit all information being submitted. Pages shall be no larger than letter-size (8½" by 11"). Tabbed sections, as defined below, shall separate information provided. Elaborate binders and dividers are not required nor wanted.

4.0 The selection criteria and corresponding point values are set out in Tabbed Sections I thru XI.

5.0 Each of the binders shall be organized in the following order:

A. Outside Cover of Binder: This shall clearly identify the Project, Proposal Submittal Date, and Proposer's name.

B. Tabbed Section I: Total Proposal Price (40 points).

Upon receipt of proposal City will insert a copy of Proposer's properly completed Document 00410A and Document 00410B – Proposal Form. Proposer will be evaluated on Total Proposal Price.

C. Tabbed Section II: Experience (15 points).

Provide at least three examples of Proposer's successful experience over the last five years with projects of similar size, scope, complexity, and value. Include name, address, and telephone number of project owner and Architect/Engineer for verification. Indicate initial scheduled project duration in calendar days as defined in the contract for construction, and the actual project duration from date of notice to proceed (NTP) to date of certificate of occupancy. Provide total construction contract amount at NTP, and amount of final payment application.

D. Tabbed Section III: References (6 points).

Provide at least three references over the last five years from clients, project owners, Architects/Engineers, and Executive level personnel, with their address and telephone number.

E. Tabbed Section IV: Timely Project Completion (7 points).

Provide three recent examples of proven ability to schedule and phase work properly to minimize impact to the owners, use of Critical Path Method scheduling and experience meeting deadlines.

F. Tabbed Section V: Timely Project Closeout (7 points).

Provide at least five examples of past performance during project closeout phase on projects of similar size, scope, complexity, and value. Indicate how long each project took from Substantial Completion to Final Completion, and a brief explanation as to why. Provide name, address, and telephone number of points-of-contact for verification, e.g., project owner or Architect/Engineer.

G. Tabbed Section VI: Project Management (5 points).

Proposer's proposed supervisory personnel. Project Manager and Superintendent's qualifications and experience on projects with similar scope, complexity, and value. City may include a "key persons clause" as part of construction contract committing supervisory personnel to the project as proposed.

H. Tabbed Section VII: Subcontractors/Suppliers (8 points).

Provide list of proposed M.E.P., Waterproofing, Elevator, Furniture, Security and IT subcontractors. Attach letters of commitment to this project from these proposed subcontractors. Include subcontractors' experience on projects of similar scope, complexity, and value as well as references from prior installations and number of years doing business under present name.

I. Tabbed Section VIII: Years In Business (2 points).

Documentation establishing the number of years Proposer has been in business. Minimum number of years in business required is six.

J. Tabbed Section IX: Safety (5 points).

Provide safety record and program. Provide current Workmen's Compensation Modifier. Number of lost time incidents during last five years and the associated total number of lost days related to safety incidents. Number of OSHA citations received over the last five years.

K. Tabbed Section X: Claims History (5 points).

List all projects in last five years that have gone to claim, litigation, City Engineer's decision, mediation or arbitration with the owner. List outcome of City Engineer's decision, litigation or arbitration. List any construction projects your firm failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.

L. Tabbed Section XI: Bonus Points (5 points).

Proposer submitting a shorter Project duration under this tab may earn bonus points. Selected Proposer is subsequently obligated for Contract Time as indicated in Proposal Form Document 00410A.

M. Total Point Value for the criteria noted above in Tabbed Sections I thru XI equals 105 possible points.

END OF DOCUMENT

Document 00410A

PROPOSAL FORM – PART A

To: **The Honorable Mayor and City Council of the City of Houston
City Hall Annex
900 Bagby Street
Houston, Texas 77002**

Project: JESSE H. JONES CENTRAL LIBRARY RENOVATION – E-011-01-3
CARNEGIE REGIONAL LIBRARY RENOVATION- E-0142-01-3
LIBRARY RESOURCE CENTER RENOVATION- E-0076-01-3

Estimated Budget: \$9,500,000.00

Proposer:

(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

1.0 OFFER

- A. Total Proposal Price:** Having examined the Project location and all matters referred to in Request For Competitive Sealed Proposals for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Proposal Price shown on the signature page of this Document.
- B. Security Deposit:** Included with the Proposal is a Security Deposit in the amount of 10 percent of the Total Proposal Price subject to terms described in Document 00200 – Instructions to Proposers.
- C. Period for Proposal Acceptance:** This offer is open to acceptance and is irrevocable for **120** days from Proposal Submittal Date. That period may be extended by mutual written agreement of the City and Proposer.
- D. Addenda:** All Addenda have been received. Modifications to Request For Competitive Sealed Proposals have been considered and all related costs are included in the Total Proposal Price:
- E. Proposal Supplements:** The following documents are attached:
- ☒ Security Deposit (*as defined in Document 00200 – Instructions to Proposers*)
 - ☒ Document 00450 - Proposer's Statement of MWBE/PDBE/DBE Status
 - ☒ Document 00452 - Contractor's Submission List - Fair Campaign Ordinance Form A
 - ☒ Document 00453 – Proposer's Statement of Residency
 - ☒ Document 00454 - Affidavit of Non-interest
 - ☒ Document 00455 - Affidavit of Ownership or Control
 - ☐ Others as listed: _____

2.0 CONTRACT TIME

- A.** If offer is accepted, Contractor shall achieve Date of Substantial Completion within **the lesser of 730 days or duration submitted in Proposal** after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

Document 00410B

PROPOSAL FORM – PART B

**1.0 TOTAL PROPOSAL PRICE HAS BEEN CALCULATED BY PROPOSER, USING
THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE
NUMERICAL AMOUNTS):**

A. STIPULATED PRICE:

\$ _____

(Total Proposal Price; minus Base Unit Prices, Extra Unit Prices, Cash Allowances and All Alternates, if any)

B. BASE UNIT PRICE TABLE:

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|--------------------------------------|----------------|---------------------|-----------------|------------------|---|---------------------|
| 1 | | N/A | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| <u>TOTAL BASE UNIT PRICES</u> | | | | | | \$ _____ |

C. EXTRA UNIT PRICE TABLE:

| Item No. | Control No. | Item Description | Unit Measure | Unit Quantity | Unit Price (this column controls) | Total in figures |
|---------------------------------------|-------------|------------------|--------------|---------------|-----------------------------------|------------------|
| 1 | | N/A | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |
| | | | | | | |
| <u>TOTAL EXTRA UNIT PRICES</u> | | | | | | \$ _____ |

REST OF PAGE INTENTIONALLY LEFT BLANK

**PROPOSAL FORM
PART B****D. CASH ALLOWANCE TABLE:**

| Cash Allowance No. | Cash Allowance Short Title | Cash Allowance in figures |
|-------------------------------------|--|----------------------------|
| 1 | Allowance for Building Permit | \$75,000.00 |
| 2 | Allowance to Purchase and Install Plaza Civic Arts | \$400,000.00 |
| <u>TOTAL CASH ALLOWANCES</u> | | <u>\$475,000.00</u> |

E. ALTERNATES TABLE:

| Alternate No. | Alternate Short Title | Total Price for Alternate in figures |
|---------------|--|--------------------------------------|
| 1 | Replacement of existing ceiling tiles as noted on the Construction Documents, on floors one and two of Jesse Jones Building. | |

F. TOTAL PROPOSAL PRICE:

(Add Totals for Items A., B., C., D., and E. above)

\$ _____

2.0 SIGNATURES: By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Proposal Price.

Proposer: _____

(Print or type full name of your proprietorship, partnership, corporation, or joint venture.*)

****By:**

Signature _____

Date _____

Name: _____

(Print or type name)

Title _____

Address: _____

(Mailing)

(Street, if different)

Telephone and Fax Number: _____

(Print or type numbers)

* If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

** Proposer certifies that the only person or parties interested in this offer as principals are those named above. Proposer has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF DOCUMENT

Document 00520

AGREEMENT

Jesse H. Jones Central Library Renovation
500 McKinney Street (493L)
Project Number E-0011-01-3 File No. E0011

Carnegie Regional Library Renovation
1050 Quitman Street (493D)
Project Number: E-0142-01-3 File No. E0049

Library Resource Center Renovation
3102 Center Street (492H)
Project Number: E-0076-01-3 File No. E0076

The City: THE CITY OF HOUSTON, 900 Bagby Street, Houston, Texas 77002 (the "City")
and

Contractor: _____
(Address for Written Notice) _____

Fax Number: _____

City Engineer is: Phil Golembiewski, P.E.
(Address for Written Notice) P. O. Box 61189, Houston, Texas 77208-1189
Fax Number: 713-247-1219

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within ____ days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

AGREEMENT

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3

CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$, _____ which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 _____

ARTICLE 4

PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in Conditions of the Contract.

4.2 The Period covered by each progress payment is one calendar month ending on the last day of the month.

4.3 The City will issue Certificates for Payment and will make progress payments on the basis of such Certificates as provided in Conditions of the Contract.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in Conditions of the Contract.

ARTICLE 5

CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

AGREEMENT

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions.

7.1.2 Document 00800 - Supplementary Conditions.

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 –Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [_____]

Addendum No. 2, dated [_____]

Addendum No. 3, dated [_____]

7.1.7 Other documents:

| <u>Document No.</u> | <u>Title</u> |
|---------------------|---|
| [X] 00410B | Bid Form – Part B |
| [X] 00500 | Form of Business |
| [X] 00501 | Resolution of Corporation (if a corporation) |
| [X] 00610 | Performance Bond |
| [X] 00611 | Statutory Payment Bond |
| [X] 00612 | One-year Maintenance Bond |
| [X] 00620 | Affidavit of Insurance (with the Certificate of Insurance attached) |
| [X] 00624 | Affidavit of Compliance with Affirmative Action Program |
| [X] 00805 | Affirmative Action Compliance Program |
| [X] 00808 | Minority and Women-owned Business Enterprise (MWBE) & Persons with Disabilities Business Enterprise (PDBE) Program |
| [X] 00820 | Wage Rate for Engineering Construction |
| [X] 00821 | Wage Rate for Building Construction |

AGREEMENT

**ARTICLE 8
SIGNATURES**

8.1 This Agreement is executed in two original copies and is effective as of the date of countersignature by City Controller.

CONTRACTOR:

(If Joint Venture)

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

By: _____
Name: _____
Title: _____
Date: _____
Tax Identification Number: _____

CITY OF HOUSTON, TEXAS

APPROVED:

SIGNED:

By: _____
Director, Building Services Department

By: _____
Mayor

COUNTERSIGNED:

By: _____
City Controller

ATTEST/SEAL:

Date Countersigned:

By: _____
City Secretary

8.2 This Contract and Ordinance have been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

END OF DOCUMENT

00520-5
08-12-2005

Document 00800

SUPPLEMENTARY CONDITIONS

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

3.5.3.1.1 Contractor shall make good faith efforts to comply with the City ordinances regarding Minority and Women Business Enterprises (MWBE) and Persons with Disabilities Business Enterprises (PDBE) participation goals which are as follows:

- .1 the MWBE goal is 17 percent, and
- .2 the PDBE goal is 0 percent.

Add the following Paragraphs 3.28 and 3.28.1 to Article 3.

3.28 CONTRACTOR DEBT

3.28.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

ARTICLE 7 – CHANGES IN THE WORK

7.1.2 *Replace all three Subparagraphs under Paragraph 7.1.2 with the following:*

7.1.2.1 a single Change Order that exceeds ten percent of Original Contract Price,

7.1.2.2 a Change Order which, when added to previous Change Orders, exceeds ten percent of Original Contract Price,

7.1.2.3 a Change Order, in which the total value of increases outside of the general scope of work approved by City Council, when added to increases outside the

SUPPLEMENTARY CONDITIONS

general scope of work approved by City Council in previous Change Orders, exceeds 40 percent of the Original Contract Price, even if the net increase to the Original Contract Price is ten percent or less. In this context, "increase" means an increase in quantity resulting from the addition of locations not within the scope of work approved by City Council, or the addition of types of goods or services not bid as unit price items.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*

9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

9.12 *LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.*

9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$800.00 per day.

ARTICLE 11 - INSURANCE AND BONDS

11.2.1.2 Contractor shall purchase for the duration of the Contract the insurance set out in Table 2 in addition to the minimum insurance coverage set out in section 11.2.1.

TABLE 2
ADDITIONAL REQUIRED COVERAGE
DEFENSE COSTS EXCLUDED FROM FACE AMOUNT OF POLICY.

SUPPLEMENTARY CONDITIONS

| <u>(Coverage)</u> | <u>(Limit of Liability)</u> |
|--|--|
| Property and Casualty Coverage: "All Causes of Loss" Builder's Risk Form for directing physical change to building or plant construction on the Work site and/or all land improvements including all work. (Including but not limited to earthquake, flood, boiler, and machinery including testing, damage to existing or adjoining property, time element coverage, collapse, soft costs (management, architecture, financial costs, pre-opening costs, etc.), transit coverage, off-site storage). | 100% of Contract Price, including change orders |
| <u>Contractor's Pollution Liability:</u> Including pollution coverage for Contractual Liability, Clean-up costs, Abatement, Transport, and Non-owned disposal sites. Including Bodily Injury Liability, Property Damage Liability, and environmental damage arising from pollution conditions caused in performance of operations. Including Asbestos and Lead if part of operations. | <u>\$1,000,000 each occurrence</u> |
| (MCS - 90 endorsement: to Auto Policy and removal of Pollution Exclusion) (This requirement applies to the contractor or subcontractor that actually transports the pollutant.) | \$1,000,000 CSL |

Make the following change to Paragraph 11.2.8

11.2 ***INSURANCE TO BE PROVIDED BY CONTRACTOR:*** *Delete Paragraph 11.2.8.
and replace with the following 11.2.8.*

11.2.8 ***Endorsement of Primary Insurance:*** Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.

END OF DOCUMENT

SUMMARY OF WORK

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Summary of the Work including work by the City, City-furnished Products, work sequence, future work, Contractor use of Premises, special conditions for substantial completion and City occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of the Contract is for Jesse H. Jones Central Library and Plaza, Carnegie Regional Branch Library and Library Resource Center Renovations.

1.03 CASH ALLOWANCES

- A. Include the following specific Cash Allowances in Contract Price under provision of General Conditions Paragraph 3.11:

| | |
|---|---------------------|
| 1. Building Permits | \$ 75,000.00 |
| 2. Purchase and Install Plaza Civic Art | <u>\$400,000.00</u> |
| | \$475,000.00 |

1.04 ALTERNATES

- A. From the following list of Alternates, amount included in Contract Price for only those Alternates accepted by the City and listed in the fully executed Document 00520 – Agreement, Paragraph 3.2:
 - 1. Alternate No.1- Replacement of existing ceiling tiles on Floors One and Two of the Jesse Jones Building.

1.05 CITY-FURNISHED PRODUCTS

- A. Items Furnished by the City for Installation and final connection by Contractor:
Water meter.
- B. Contractor's Responsibilities:
 - 1. Arrange and pay for Product delivery to the site.

SUMMARY OF WORK

2. Receive and unload Products at the site; jointly with the City, inspect for completeness or damage.
3. Handle, store, Install, and finish Products.
4. Repair or replace damaged items.

1.06 WORK SEQUENCE

- A. Construct the Work in Phases during the construction period, coordinate construction schedule and operations with the City:
 1. Refer to the attached Construction Phasing Narrative and Schedule inserted after Section 01325 Construction Schedule for proposed work in phases to accommodate the City of Houston Public Library staff partial occupancy throughout the construction period.
- B. Coordination of the Work: Refer to Section 01312 - Coordination and Meetings.

1.07 CONTRACTOR USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.
- B. Construction Operations: Limited to the City's rights-of-way provided by the City and areas shown or described in the Contract documents.
- C. Utility Outages and Shutdown: Provide a minimum of 48 hours notice to the City and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.08 STREET CUT ORDINANCE

- A. Excavations on or under pavement in the City's right-of-way must have a permit. Comply with City of Houston, Texas Ordinance No. 2000-1115, an ordinance amending Chapter 40 of the Code of Ordinances, Houston, Texas, relating to excavating in the Public right-of-way.
- B. Comply with the latest edition of street cut New Pavement Repair and Pavement Replacement details.

SUMMARY OF WORK

- C. Quantities are included for street cut pavement repair and replacement in applicable Specification sections for Unit Price contracts.
 - D. Include payment for street cut pavement repair and replacement in lump sum bid for Stipulated Price contracts.
- 1.09 WARRANTY
- A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.
- 1.10 ADDITIONAL CONDITIONS FOR SUBSTANTIAL COMPLETION
- A. In addition to requirements outlined in Document 00700 – General Conditions, for Contractor to be substantially complete with the Work and call for inspection by Project Manager to confirm, the following conditions must be met or completed:
 - 1. All testing shall be completed and accepted by Project Manager.
 - 2. Draft O&M manuals shall be delivered to Project Manager.
 - 3. Training shall be conducted, utilizing draft O&M manuals.
 - 4. All safety-related systems and equipment shall be installed, accepted by manufacture's representative and approved for use.
 - B. Items described in Paragraph 1.10 may not be included in Contractor's punch list.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 09680 - CARPET

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes carpet, and installation.
- B. Submittals:
 - 1. Product data for each type of carpet.
 - 2. Shop Drawings showing carpet type, color, and dye lot; seam locations, types, and methods; type of subfloor; and type of installation.
 - 3. Samples of each type of carpet material required.
 - 4. Schedule of carpet using same room designations indicated on Drawings.
 - 5. Maintenance data for carpet to include in the operation and maintenance manual.
- C. Carpet Surface Flammability: Passes CPSC 16 CFR, Part 1630.
 - 1. Flame Spread: 25 or less per ASTM E 84.
 - 2. Smoke Developed: 450 or less per ASTM E 84.
- D. Color Fastness: International Gray Scale Rating:
 - 1. Lightfastness: AATCC Test Method 16E-1982 min. of 3.
 - 2. Crockfastness: AATCC Test Method 8-1981 min. stain ratings of 4, wet or dry.
 - 3. Wetfastness: Dupont Spot Bleed Test, Stain or color change rating min. of 3 after two cycles of either test.
 - 4. Atmospheric fading: AATCC Test Methods 129 and 23-1975 min. shade change of 3 after two cycles.
- E. Static Control: (AATCC Test Method 134-1979) permanently less than 3.5 kilowatts.
- F. Project Conditions: Comply with CRI 104, Section 6: "Site Conditions."

COH JESSE H. JONES CENTRAL LIBRARY RENOVATIONS (G.F.S. NO. E-0011-01-2)
COH CARNEGIE BRANCH LIBRARY PARTIAL RENOVATIONS (G.F.S. NO. E-0142-01-2)
COH LIBRARY RESOURCE CENTER RENOVATIONS (G.F.S. NO. E-0076-01-2)

- G. Subfloor Moisture Conditions: Moisture emission rate of not more than 3 lb/1000 sq. ft./24 hours (14.6 kg/1000 sq. m/24 hours) when tested by calcium chloride moisture test in compliance with CRI 104, 6.2.1, with subfloor temperatures not less than 55 deg F (12.7 deg C).
- H. Subfloor Alkalinity Conditions: A pH range of 5 to 9 when subfloor is wetted with potable water and pHdriion paper is applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide products listed on the Finish Schedule.

2.2 MATERIALS

- A. Minor variations allowed except in face yarn weight and density factor.
- B. Concrete-Slab Primer: Nonstaining type as recommended carpet manufacturer.
- C. Trowelable Underlayments and Patching Compounds: As recommended carpet manufacturer.
- D. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated and to comply with flammability requirements for installed carpet as recommended by carpet manufacturer.
- E. Seaming Cement: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

2.3 CARPETS

Levels: Concourse Corridor, Children's Area, Level 1, Level 2, Level 3 (Public Areas)

Mfg.: Constantine Commercial

Pattern: Crossbar

Custom Model Number: GI-SSO #17933 (IPY)-ST

Custom Color Number: 146710

Style Number: PPR-3325 / Crossbar

Size: 12 Foot Wide Broadloom

Pattern Repeat: 18" X 18"

COH JESSE H. JONES CENTRAL LIBRARY RENOVATIONS (G.F.S. NO. E-0011-01-2)
COH CARNEGIE BRANCH LIBRARY PARTIAL RENOVATIONS (G.F.S. NO. E-0142-01-2)
COH LIBRARY RESOURCE CENTER RENOVATIONS (G.F.S. NO. E-0076-01-2)

Backing: EPA1 (High Performance Unitary Backing)
Rep: Chris Watson (713-898-2880)

Levels: Concourse Staff Areas, Level 4, Level 5, Level 6 (Staff & Corridor Areas)
Mfg.: Constantine Commercial
Pattern: Sketch
Custom Model Number: GI-SSO # 17514K (IPY)-ST
Custom Color Number: 144395
Style Number: PPR-11449 / Sketch
Size: 18" X 18" Tile
Repeat: ½" W X 9" L
Backing: Vinyl Tile Backing
Rep: Chris Watson (713-898-2880)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify that subfloors and conditions are satisfactory for carpet installation and comply with requirements specified in this Section and those of the following:
 - 1. Carpet manufacturer.
- B. Level subfloor within 1/4 inch in 10 feet (6 mm in 3 m), noncumulative, in all directions.
 - 1. Use leveling and patching compounds to fill cracks, holes, and depressions in subfloor as recommended by the following:
 - a. Carpet manufacturer.
- C. Remove subfloor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone.
- D. Broom or vacuum clean subfloors to be covered with carpet. Following cleaning, examine subfloors for moisture, alkaline salts, carbonation, or dust.
- E. Concrete-Subfloor Preparation: Apply concrete-slab primer, according to manufacturer's directions, where recommended by the following:
 - 1. Carpet manufacturer.

COH JESSE H. JONES CENTRAL LIBRARY RENOVATIONS (G.F.S. NO. E-0011-01-2)
COH CARNEGIE BRANCH LIBRARY PARTIAL RENOVATIONS (G.F.S. NO. E-0142-01-2)
COH LIBRARY RESOURCE CENTER RENOVATIONS (G.F.S. NO. E-0076-01-2)

- F. Direct Glue-Down Installation: Comply with CRI 104, Section 8: "Direct Glue-Down."
- G. Comply with carpet manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Bind or seal cut edges as recommended by carpet manufacturer.
- H. Install pattern to walls and borders as indicated on drawings.
- I. Vacuum carpet using commercial machine with face-beater element.
- J. Protection: Comply with CRI 104, Section 15: "Protection of Indoor Installation."

END OF SECTION

SECTION 10155 - TOILET COMPARTMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes new solid surfaced units and repair of existing units.
 - 1. Toilet Enclosures: Floor mounted, overhead braced.
 - 2. Urinal Screens: Wall hung
- B. Related Sections include the following:
 - 1. Division 10 "Toilet and Bath Accessories" for toilet tissue dispensers, grab bars, purse shelves, and similar accessories.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Samples for Verification: Of each type of color and finish required for units, prepared on 6-inch- (150-mm-) square Samples of same thickness and material indicated for Work.

1.4 QUALITY ASSURANCE

- A. Comply with requirements in CID-A-A-60003, "Partitions, Toilets, Complete."

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements before fabrication and indicate measurements on Shop Drawings.
 - 1. Coordinate wall, floor, ceilings, and other contiguous construction to ensure that actual dimensions correspond to established dimensions.

PART 2 - PRODUCTS

2.1 SOLID SURFACE UNITS

- A. Manufacturer: Basis-of-Design Product: The design is based on Tex-Lam products. Subject to compliance with requirements, provide the named product or a comparable product approved by the Architect
 - 1. Acrystone by Tex-Lam Manufacturing, Inc.
 - 2. Equivalent product approved by Architect.
- B. Non-porous acrylic resin sheets and edge strips, 1/8 inch thick.
 - 1. Color and Pattern: As selected by Architect from manufacturer's full range of colors and patterns.
- C. Door, Panel, and Pilaster Construction: Facing sheets are bonded to core material under pressure with 7 wet mils of non-flammable vinyl acetate rigid set adhesive. All edges bonded physically and chemically with approved adhesive in conjunction with solid surface seam adhesive to produce inconspicuous seams.
 - 1. Core Material: Medium density fiberboard bonded on all sides and edges.
 - 2. Doors and Panels: Finished to nominal 1 inch thick.
- D. Pilaster Shoes: Stainless steel, ASTM A 666, Type 304, 18 gage not less than 5 inches high, with No. 4 satin finish.
- E. Brackets (Fittings):
 - 1. Continuous full-height stainless steel, Type 304, No. 4 finish.

2.2 ACCESSORIES

- A. Hardware and Accessories: Manufacturer's standard design, heavy-duty operating hardware and accessories.
 - 1. Material: Stainless steel.
- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish. Head rail returns as shown on shop drawings.
- C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel or chrome-plated steel or brass, finished to match hardware, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use hot-dip galvanized or other rust-resistant, protective-coated steel. All exposed fasteners shall be stainless steel.

- D. Hinges: Continuous heavy-duty piano hinges for all new toilet partition doors, with finish to match toilet partition door hardware.

2.3 FABRICATION

- A. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, fasteners, and anchors at pilasters to suit floor conditions. Make provisions for setting and securing continuous head rail at top of each pilaster. Provide shoes at pilasters to conceal supports and leveling mechanism.
- B. Doors: Unless otherwise indicated, provide 24-inch- (610-mm-) wide in-swinging doors for standard toilet compartments and 36-inch- (914-mm-) wide out-swinging doors with a minimum 34-inch wide clear opening for compartments indicated to be accessible to people with disabilities.
 - 1. Hinges: Manufacturer's standard self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees.
 - 2. Latch and Keeper: Manufacturer's standard latch unit designed for emergency access and with combination rubber-faced door strike and keeper. Provide units that comply with accessibility requirements of authorities having jurisdiction at compartments indicated to be accessible to people with disabilities.
 - 3. Coat Hook: Manufacturer's standard combination hook and rubber-tipped bumper, sized to prevent door from hitting compartment-mounted accessories.
 - 4. Door Bumper: Manufacturer's standard rubber-tipped bumper at out-swinging doors.
 - 5. Door Pull: Manufacturer's standard unit at out-swinging doors that complies with accessibility requirements of authorities having jurisdiction. Provide units on both sides of doors at compartments indicated to be accessible to people with disabilities.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
 - 1. Maximum Clearances:
 - a. Pilasters and Panels: 1/2 inch (13 mm).
 - b. Panels and Walls: 1 inch (25 mm).
- B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. Secure continuous head rail to each pilaster with not less than two fasteners. Hang doors to align tops of doors with tops of panels and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

- C. Wall-Hung Urinal Screens: Attach with anchoring devices to suit supporting structure. Set units level and plumb and to resist lateral impact.

3.2 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION 10155

SECTION 10505 - METAL LOCKERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Knocked-down, quiet metal lockers.
- B. Related Sections include the following:
 - 1. Division 6 Section " Miscellaneous Carpentry" for furring, blocking, and shims required for installing metal lockers and concealed within other construction before metal locker installation.

1.3 DEFINITIONS

- A. Uncoated Steel Sheet Thicknesses: Indicated as the minimum thicknesses.

1.4 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of metal locker.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Show base, sloping tops, filler panels, recess trim and other accessories.
 - 2. Include locker identification system.
- C. Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative of metal locker manufacturer for installation and maintenance of units required for this Project.

- B. Source Limitations: Obtain metal lockers and accessories through one source from a single manufacturer.
- C. Regulatory Requirements: Where metal lockers are indicated to comply with accessibility requirements, comply with FED-STD-795, "Uniform Federal Accessibility Standards." and local regulations.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver metal lockers until spaces to receive them are clean, dry, and ready for metal locker installation.

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify the following by field measurements before fabrication and indicate measurements on Shop Drawings:
 - 1. Concealed framing, blocking, and reinforcements that support metal lockers before they are enclosed.
 - 2. Recessed openings.

1.8 COORDINATION

- A. Coordinate size and location of bases for metal lockers.
- B. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that metal lockers can be supported and installed as indicated.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Faulty operation of latches and other door hardware.
 - 2. Damage from deliberate destruction and vandalism is excluded.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008, Commercial Steel (CS) Type B, suitable for exposed applications.
- B. Expanded Metal: ASTM F 1267, Type II (flattened), Class I, 3/4-inch (19-mm) steel mesh, with at least 70 percent open area.
- C. Stainless-Steel Sheet: ASTM A 666, Type 304.
- D. Fasteners: Zinc- or nickel-plated steel, slotless-type exposed bolt heads, and self-locking nuts or lock washers for nuts on moving parts.
- E. Anchors: Select material, type, size, and finish required for secure anchorage to each substrate.
 - 1. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls for corrosion resistance.
 - 2. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

2.2 KNOCKED-DOWN, QUIET METAL LOCKERS

- A. Manufacturers:
 - 1. American Locker Security Systems, Inc.
 - 2. Art Metal Products; Div. of Fort Knox Storage Co.
 - 3. General Storage Systems; Div. of North American Steel.
 - 4. Interior/Medart (Delta).
 - 5. Lyon Metal Products, Inc.
 - 6. Republic Storage Systems Co., Inc.
- B. Locker Arrangement: Single tier.
- C. Body: Assembled by riveting or bolting body components together. Fabricate from unperforated, cold-rolled steel sheet with thicknesses as follows:
 - 1. Tops, Bottoms, and Intermediate Dividers: 0.0209 inch (0.55 mm), with single bend at sides.
 - 2. Backs and Sides: 0.0209 inch (0.55 mm) thick, with full-height, double-flanged connections.
 - 3. Shelves: 0.0209 inch (0.55 mm) thick, with double bend at front and single bend at sides and back.
- D. Frames: Channel formed; fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral door strike full height on vertical main frames.

- E. Doors: One-piece; fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet; formed into channel shape with double bend at vertical edges, and with right-angle single bend at horizontal edges.
 - 1. Doors less than 12 inches (305 mm) wide may be fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet.
 - 2. Box lockers less than 15 inches (381 mm) wide may be fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet.
 - 3. Reinforcement: Manufacturer's standard reinforcing angles, channels, or stiffeners for doors more than 15 inches (381 mm) wide; welded to inner face of doors.
 - 4. Stiffeners: Manufacturer's standard full-height stiffener fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet; welded to inner face of doors.
 - 5. Sound-Dampening Panels: Manufacturer's standard, designed to stiffen doors and reduce sound levels when doors are closed, of die-formed metal with full perimeter flange and sound-dampening material; welded to inner face of doors.
 - 6. Door Style:
 - a. Louvered Vents: Not less than six louver openings at top and bottom for single-tier lockers.
- F. Hinges: Self-closing; welded to door and attached to door frame with not less than 2 factory-installed rivets per hinge that are completely concealed and tamper resistant when door is closed; fabricated to swing 180 degrees.
 - 1. Hinges: Manufacturer's standard, steel continuous or knuckle type.
- G. Recessed Door Handle and Latch: Stainless-steel cup with integral door pull, recessed so locking device does not protrude beyond face of door; pry resistant.
 - 1. Multipoint Latching: Finger-lift latch control designed for use with built-in combination locks, built-in key locks, or padlocks; positive automatic and prelocking.
 - a. Latching Mechanism: Manufacturer's standard rattle-free latching mechanism and moving components isolated to prevent metal-to-metal contact, and incorporating a prelocking device that allows locker door to be locked while door is open and then closed without unlocking or damaging lock or latching mechanism.
- H. Equipment: Equip each metal locker with identification plate and the following, unless otherwise indicated:
 - 1. Single-Tier Units: Shelf, one double-prong ceiling hook, and two single-prong wall hooks.
- I. Accessories:
 - 1. Continuous Base: Fabricated from cold-rolled steel sheet, manufacturer's standard thickness, but not less than 0.0528 inch (1.35 mm) thick.
 - 2. Continuous Sloping Tops: Fabricated from cold-rolled steel sheet, manufacturer's standard thickness, but not less than 0.0329 inch (0.85 mm) thick.

3. Each locker door to have the following installed: "Card Holder" type identification tag insert holder, similar to Penco Products, part # 09446, nickel-plated, 22 gauge, to handle card size 1 1/4" X 2 13/16".

J. Finish: Baked enamel or powder coat.

1. Color(s): As selected by Architect from manufacturer's full range.

2.3 FABRICATION

- A. General: Fabricate metal lockers square, rigid, and without warp; with metal faces flat and free of dents or distortion. Make exposed metal edges free of sharp edges and burrs, and safe to touch.
 1. Form body panels, doors, shelves, and accessories from one-piece steel sheet, unless otherwise indicated.
 2. Provide fasteners, filler plates, supports, clips, and closures as required for a complete installation.
- B. Unit Principle: Fabricate each metal locker with an individual frame; individual top, bottom, and back; and common intermediate uprights separating compartments.
- C. Knocked-Down Construction: Fabricate metal lockers for nominal assembly at Project site using nuts, bolts, screws, or rivets. Factory weld frame members together to form a rigid, one-piece assembly.
- D. Hooks: Manufacturer's standard ball-pointed type, aluminum or steel; zinc plated.
- E. Coat Rods: Fabricated from 3/4-inch- (19-mm-) diameter steel; chrome finished.
- F. Identification Plates: Manufacturer's standard etched, embossed, or stamped plates; with numbers and letters at least 3/8 inch (9 mm) high.
- G. Continuous Base: Formed into channel or Z profile for stiffness, and fabricated in lengths as long as practicable to enclose base and base ends of metal lockers; finished to match lockers.
- H. Continuous Sloping Tops: Fabricated in lengths as long as practicable, without visible fasteners at splice locations; finished to match lockers.

2.4 STEEL SHEET FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Factory finish steel surfaces and accessories except stainless-steel and chrome-plated surfaces.
- C. Surface Preparation: Clean surfaces of dirt, oil, grease, mill scale, rust, and other contaminants that could impair paint bond. Use manufacturer's standard methods.

- D. Baked-Enamel Finish: Immediately after cleaning, pretreating, and phosphatizing, apply manufacturer's standard thermosetting baked-enamel finish. Comply with paint manufacturer's written instructions for application, baking, and minimum dry film thickness.
- E. Powder-Coat Finish: Immediately after cleaning and pretreating, electrostatically apply manufacturer's standard baked-polymer thermosetting powder finish. Comply with resin manufacturer's written instructions for application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine walls, floors, and support bases, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install level, plumb, and true; shim as required, using concealed shims.
 - 1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches (910 mm) o.c. Install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion, using concealed fasteners.
 - 2. Anchor single rows of metal lockers to walls near top.
 - 3. Anchor back-to-back metal lockers to floor.
- B. Knocked-Down Metal Lockers: Assemble knocked-down metal lockers with standard fasteners, with no exposed fasteners on door faces or face frames.
- C. Equipment and Accessories: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
 - 1. Attach hooks with at least two fasteners.
 - 2. Attach door locks on doors using security-type fasteners.
 - 3. Identification Plates: Identify metal lockers with identification plates.
 - a. Attach plates to each locker door, near top, centered, with at least two aluminum rivets.

3.3 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean, lubricate, and adjust hardware. Adjust doors and latches to operate easily without binding.
- B. Protect metal lockers from damage, abuse, dust, dirt, stain, or paint. Do not permit metal locker use during construction.

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- C. Touch up marred finishes, or replace metal lockers that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by metal locker manufacturer.

END OF SECTION 10505

SECTION 11050 - LIBRARY EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Submittals:

1. Product data for each type of library equipment specified.
2. Shop drawings detailing each type of library equipment assembly, and indicating details, layout and individual unit dimensions, required clearances, component parts, method of field assembly, and anchorage to surrounding construction.
3. Drawings locating rough-in points, wiring diagrams, electrical characteristics.
4. Samples: 6-inch by 6-inch samples of each exposed finish required.

PART 2 - PRODUCTS

2.1 SYSTEMS

A. Detection System: Detection panels mounted on a baseplate or directly to the floor with digital electronics and buried cables.

1. Remote mounted monitor with status indicator.
2. Manufacturer: Subject to compliance with requirements, provide unit by one of the following:
 - a. 3M Library Systems: Detection System Model #3800.
 - b. Approved equal.
3. Comply with products listed in Volume 3 of 3, Data Center Relocation Requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install units at locations indicated complying with manufacturer's instructions. Set units plumb and level.
- B. Detection unit: Install units as indicated on drawings and complying with manufacturer's recommended procedures and approved shop drawings. Coordinate electrical requirements.

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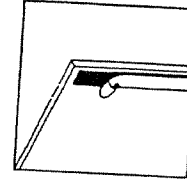
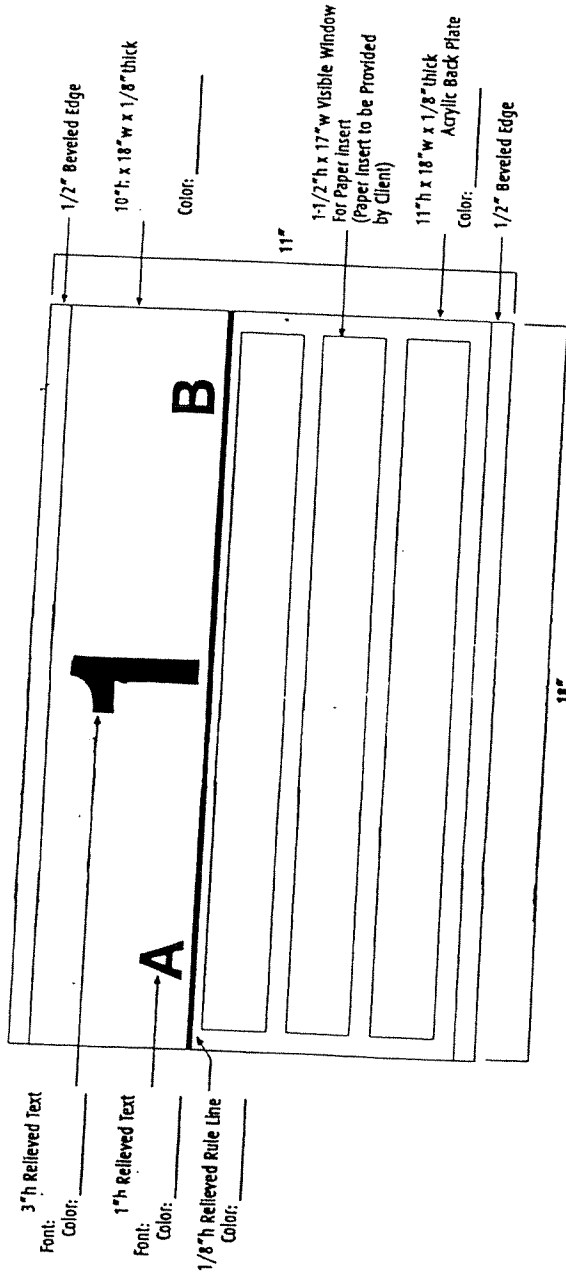
- C. Adjust and Clean: Adjust units after installation to ensure that units are level and that moving parts operate freely and in manner intended. Clean exposed surfaces and touch-up or replace damaged marred finishes.

END OF SECTION

Description

Components:

- 11" h x 18" w x 1/2" thick Window Sign
- (1) 10" h x 18" w x 1/8" thick Face Plate
- (1) 11" h x 18" w x 1/8" thick Acrylic Back Plate



Double Sided
Vinyl Tape Mount

SK-1A
ADDENDUM 1

SK-1B

ADDENDUM 1

End of Stack- Signage Notes and Requirements

- A. Description: Each end of all library stacks- Public Levels (Concourse, 1, 2, 3).
- B. Dimension: 11" high, 18" wide, 1/2" deep.
- C. Sign Materials- Solid Cast Polyurethane
 - 1. All sign panels are cast from a two-part, low viscosity, rapid setting, rigid urethane compound resulting in a hard, tough, impact-resistant and non-sensitive to moisture composition.
 - 2. Panels are to be produced to a thickness of 1/2" and are cured to a hardness of D-85 (Durometer) to give a durable and less brittle panel.
 - 3. The background, stack number and recessed window slots shall be cast at the same time to form a one-piece product.
 - 4. Construction. Accent rule is silk-screened on the panel in polyurethane enamel, protected by the clear coat matte finish before baking.
 - 5. All sign panels shall be primed with Dupont Variprime and Converter, and finished in a matte Dupont Polyurethane paint. It is then baked in the oven at 150 degrees F for two and one-half hours.
 - 6. Sign edges shall be smooth and free of saw marks and other imperfections.
 - 7. Color: To be determined.
- D. Window
 - 1. All 3 windows shall be 1-1/2" X 17" and are flush covered by 1/16" clear flex.
 - 2. The Houston Public library is to provide inserts.
- E. Reverse "A" and "B" graphics at the end of stacks.
- F. Installation-
 - 1. All end-of-stacks signs are installed using silicone and double-backed tape. For 90" high shelving, signs are to be mounted at 60" high above finished floor to the bottom of the sign and centered right-to-left on the end of the stack.
 - 2. For 96" high shelving, signs are to be mounted 2" from the top of the shelving to the top of the sign.
 - 3. All signs are to be installed by the Contractor.
- G. Sign Quantity-
 - 1. Provide sign quantity (Half of end of stack signage to be reversed).
- H. Provide sign schedule for approval.